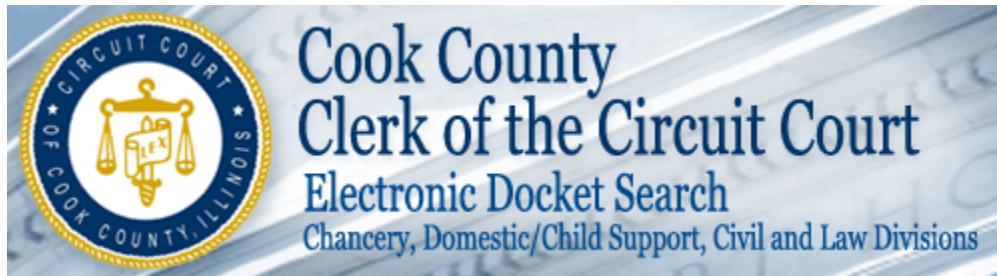


# EXHIBIT A



Case Information Summary for Case Number  
**2018-CH-02994**

Filing Date: 03/06/2018  
Division: Chancery Division  
Ad Damnum: \$0.00

Case Type: CLASS ACTION  
District: First Municipal  
Calendar: 04

**Party Information**

**Plaintiff(s)**

KURTH KATHRYNE ANNE

**Attorney(s)**

KRISLOV ASSOCIATES  
LTD  
20N WACKER 1300  
CHICAGO IL, 60606  
(312) 606-0500

**Defendant(s)**

THE HERTZ  
CORPORATION

**Defendant Date of Service**

**Attorney(s)**

**Case Activity**

Activity Date: 03/06/2018

Participant: KURTH KATHRYNE ANNE

CLASS ACTION COMPLAINT FILED (JURY DEMAND)

Court Fee: 598.00

Attorney: KRISLOV ASSOCIATES LTD

Activity Date: 03/06/2018

Participant: KURTH KATHRYNE ANNE

EXHIBITS FILED

Attorney: KRISLOV ASSOCIATES LTD

Activity Date: 03/06/2018

Participant: THE HERTZ CORPORATION

SUMMONS ISSUED AND RETURNABLE

Activity Date: 03/06/2018

Participant: KURTH KATHRYNE ANNE

CASE ELECTRONICALLY FILED

Attorney: KRISLOV ASSOCIATES LTD

Activity Date: 03/07/2018

Participant: KURTH KATHRYNE ANNE

CASE SET ON CASE MANAGEMENT CALL

Date: 07/05/2018

Judge: FLYNN, PETER

Court Time: 0930

Attorney: KRISLOV ASSOCIATES LTD

Court Room: 2408

Activity Date: 03/08/2018

Participant: KURTH KATHRYNE ANNE

SUMMONS DELIVERED TO SHERIFF

Activity Date: 03/20/2018

Participant: THE HERTZ CORPORATION

SUMMONS - RETD P.S.

Date: 03/20/2018

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Please note: Neither the Circuit Court of Cook County nor the Clerk of the Circuit Court of Cook County warrants the accuracy, completeness, or the currency of this data. This data is not an official record of the Court or the Clerk and may not be represented as an official court record.

If data does not appear in a specific field, we likely do not have the responsive data in our master database.

[Start a New Search](#)



**Service of Process  
Transmittal**

03/20/2018

CT Log Number 532997261

**TO:** Carolyn Fry  
The Hertz Corporation  
8501 Williams Rd  
Estero, FL 33928-3325

**RE: Process Served in Illinois**

**FOR:** The Hertz Corporation (Domestic State: DE)

**ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:**

**TITLE OF ACTION:** KATHRYNE ANNE KURTH, etc., Pltf. vs. THE HERTZ CORPORATION, Dft.

**DOCUMENT(S) SERVED:** Summons, Complaint, Exhibit(s), Certificate

**COURT/AGENCY:** Cook County Circuit Court - County Department - Chancery Division, IL  
Case # 2018CH02994

**NATURE OF ACTION:** Document stating that this is a class action arising from Defendant's unlawful imposition and collection of a 10 percent "concession fee recovery" charge on car rentals at Locations where Defendant incurs no concession fee

**ON WHOM PROCESS WAS SERVED:** C T Corporation System, Chicago, IL

**DATE AND HOUR OF SERVICE:** By Process Server on 03/20/2018 at 10:30

**JURISDICTION SERVED :** Illinois

**APPEARANCE OR ANSWER DUE:** Within 30 days after service of this Summons, not counting the day of service

**ATTORNEY(S) / SENDER(S):** Clinton A. Krislov  
KRISLOV & ASSOCIATES, LTD  
20 North Wacker Drive, Suite 1300  
Chicago, IL 60606  
312-606-0500

**ACTION ITEMS:** CT has retained the current log, Retain Date: 03/21/2018, Expected Purge Date: 03/26/2018

Image SOP

Email Notification, Carolyn Fry cfry@hertz.com

Email Notification, Bianca Giavazzi bianca.giavazzi@hertz.com

**SIGNED:** C T Corporation System

**ADDRESS:** 208 South LaSalle Street  
Suite 814  
Chicago, IL 60604

**TELEPHONE:** 312-345-4336





DOC.TYPE: CHANCERY  
CASE NUMBER: 18CH02994  
DEFENDANT  
THE HERTZ CORPORATION  
208 S LA SALLE ST  
CHICAGO, IL 60604  
STE 814

DIE DATE  
04/03/2018

SERVICE INF  
RM 802 CT C

ATTACHED

## IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

KATHRYNE ANNE KURTH

v.

THE HERTZ CORPORATIONNo. 2018-CH-02994

Defendant Address:  
 THE HERTZ CORPORATION  
 R/A C T CORPORATION SYSTEM  
 208 SOUTH LASALLE STREET  
 SUITE 814  
 CHICAGO, IL 60604

☒ SUMMONS ☐ ALIAS - SUMMONS

To each defendant:

YOU ARE SUMMONED and required to file an answer to the complaint in this case, a copy of which is hereto attached, or otherwise file your appearance, and pay the required fee, in the Office of the Clerk of this Court at the following location:

- |  |  |  |
|--|--|--|
| <input checked="" type="checkbox"/> Richard J. Daley Center, 50 W. Washington, Room 802, Chicago, Illinois 60602 |  |  |
| <input type="checkbox"/> District 2 - Skokie<br>5600 Old Orchard Rd.<br>Skokie, IL 60077                         | <input type="checkbox"/> District 3 - Rolling Meadows<br>2121 Euclid 1500<br>Rolling Meadows, IL 60008 | <input type="checkbox"/> District 4 - Maywood<br>Maybrook Ave.<br>Maywood, IL 60153              |
| <input type="checkbox"/> District 5 - Bridgeview<br>10220 S. 76th Ave.<br>Bridgeview, IL 60455                   | <input type="checkbox"/> District 6 - Markham<br>16501 S. Kedzie Pkwy.<br>Markham, IL 60428            | <input type="checkbox"/> Richard J. Daley Center<br>50 W. Washington, LL-01<br>Chicago, IL 60602 |

You must file within 30 days after service of this Summons, not counting the day of service.

IF YOU FAIL TO DO SO, A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE RELIEF REQUESTED IN THE COMPLAINT.

To the officer:

This Summons must be returned by the officer or other person to whom it was given for service, with endorsement of service and fees, if any, immediately after service. If service cannot be made, this Summons shall be returned so endorsed. This Summons may not be served later than thirty (30) days after its date.

☒ Atty. No.: 91198Name: KRISLOV ASSOCIATES LTDAtty. for: KATHRYNE ANNE KURTHAddress: 20N WACKER 1300City/State/Zip Code: CHICAGO, IL 60606Telephone: (312) 606-0500Primary Email Address: chris@krislovlaw.com

Secondary Email Address(es): \_\_\_\_\_

Witness:

Tuesday, 06 MAY 2018  
 DOROTHY BROWN  
 CLERK OF THE CIRCUIT COURT

/s/ DOROTHY BROWN

DOROTHY BROWN, Clerk of Court

Date of Service: \_\_\_\_\_

(To be inserted by officer on copy left with Defendant or other person)

\*\*Service by Facsimile Transmission will be accepted at:

\_\_\_\_\_  
(Area Code) (Facsimile Telephone Number)

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS



DIE DATE  
04/03/2018

DOC.TYPE: CHANCERY  
CASE NUMBER: 18CH02994  
DEFENDANT  
THE HERTZ CORPORATION  
208 S LA SALLE ST  
CHICAGO, IL 60604  
STE 814

SERVICE INF  
RM 802 CT C

ATTACHED



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 2018-CH-02994  
 CALENDAR: 04  
 PAGE 1 of 13  
 CIRCUIT COURT OF  
 COOK COUNTY, ILLINOIS  
 CHANCERY DIVISION  
 CLERK DOROTHY BROWN

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
 COUNTY DEPARTMENT, CHANCERY DIVISION

<p>KATHRYNE ANNE KURTH, on behalf          of herself and others similarly situated,</p> <p style="text-align: center;">Plaintiff,</p> <p>v.</p> <p>THE HERTZ CORPORATION,</p> <p style="text-align: center;">Defendant.</p>	<p>No. _____</p> <p>CLASS ACTION COMPLAINT</p> <p>JURY TRIAL DEMANDED</p>
--	---

**CLASS ACTION COMPLAINT**

Plaintiff Kathryne Anne Kurth ("Plaintiff"), for herself and for all others similarly situated, by and through her attorneys, Krislov & Associates, Ltd., brings this class action against Defendant The Hertz Corporation ("Defendant"), and in support thereof, upon personal knowledge as to herself and upon information and belief as to all other matters, alleges the following:

**I. NATURE OF THE ACTION**

1. This is a class action arising from Defendant's unlawful imposition and collection of a 10 percent "concession fee recovery" charge on car rentals at locations where Defendant incurs no concession fee. This deceptive charge violates the consumer fraud laws of Illinois and other states and has resulted in Defendant's unjust enrichment.

**II. JURISDICTION AND VENUE**

2. This Court has jurisdiction under the Illinois Code of Civil Procedure, 735 ILCS 5/2-209(a)(1), because Defendant transacts business within this state.

3. Venue is proper in this county under the Illinois Code of Civil Procedure, 735 ILCS 5/2-101, as it is the county in which the transaction or some part thereof occurred out of which the cause of action arose.

### III. PARTIES

4. Plaintiff Kathryne Anne Kurth is a citizen of the State of Illinois and resides in Chicago. She rented cars from Defendant's corporate location in downtown Chicago on at least four separate occasions in 2017 and 2018; each time she was charged a 10 percent "concession fee recovery" charge.

5. Defendant The Hertz Corporation is a Delaware corporation headquartered in Estero, Florida. Defendant operates the Hertz, Dollar and Thrifty car rental brands with approximately 9,700 corporate and franchisee locations around the world. Defendant's registered agent in Illinois is C T Corporation System, 208 South LaSalle Street, Suite 814, Chicago, Illinois 60604.

### IV. FACTUAL ALLEGATIONS

6. Defendant operates a corporate-owned rental facility at 401 North State Street, Chicago, Illinois ("State Street location"). The location is 16 miles from O'Hare International Airport and 13 miles from Chicago Midway International Airport.

7. On December 8, 2017, Plaintiff rented a car from Defendant's State Street location. The base rate for the three-day rental was \$87.52. Defendant added to that a "Concession Fee Recovery" charge of \$8.75. *See* Dec. 11, 2017 Hertz Charge Detail, attached hereto as Ex. A.

8. On January 18, 2018, Plaintiff rented a car from Defendant's State Street location. The base rate for the one-day rental was \$20.20. Defendant added to that a

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“Concession Fee Recovery” charge of \$2.02. *See* Jan. 19, 2018 Hertz Charge Detail, attached hereto as Ex. B.

9. On January 19, 2018, Plaintiff rented a car from Defendant’s State Street location. The base rate for the three-day rental was \$52.76. Defendant added to that a “Concession Fee Recovery” charge of \$5.28. *See* Jan. 23, 2018 Hertz Charge Detail, attached hereto as Ex. C.

10. On February 21, 2018, Plaintiff rented a car from Defendant’s State Street location. The base rate for the two-week rental was \$245.02. Defendant added to that a “Concession Fee Recovery” charge of \$24.50. *See* Feb. 21, 2018 Hertz Charge Detail, attached hereto as Ex. D.

11. On its website, Hertz defines a concession fee recovery charge as a “fee to reimburse Hertz for concession/commission fees paid to the airport (hotel, train station, base or agent) for each rental.” *See* <https://www.hertz.com/rentacar/reservation/reviewmodifycancel/templates/rentalTerms.jsp?KEYWORD=FEES&EOAG=LAX>, last visited March 2, 2018.

12. Defendant’s State Street location is not at an airport or other such facility where Defendant would incur a concession fee.

## V. CLASS ACTION ALLEGATIONS

13. Plaintiff brings this action individually and as a class action<sup>1</sup> pursuant to 735 ILCS 5/2-801 *et seq.*, on behalf of the following class:

All individuals who paid a “concession fee recovery” charge at a Hertz, Dollar or Thrifty car rental facility where The Hertz Corporation incurs no concession fee.

---

<sup>1</sup> *See* Plaintiff’s Motion for Class Certification, attached hereto as Ex. E.

Excluded from the class are Defendant; the officers, directors and employees of Defendant; any entity in which Defendant has a controlling interest; the affiliates, legal representatives, attorneys, heirs, and assigns of Defendant; any judge, justice or judicial officer presiding over this matter and the members of their immediate families and judicial staffs.

14. **Numerosity**. Upon information and belief, the members of the class are so numerous that their individual joinder would be impracticable.

15. **Commonality**. There are numerous questions of law and fact that are common to Plaintiff and all members of the class, including, but not limited to the following:

- a) Whether Defendant charged its customers for a “concession fee recovery” at rental locations where it incurs no concession fee;
- b) Whether Defendant has thereby actionably violated the consumer fraud laws of Illinois and other states, and potentially (by using the interstate wires to collect unlawful charges) federal laws as well;
- c) whether Defendant has been unjustly enriched;
- d) whether Plaintiff and class members have suffered damages; and
- e) whether Plaintiff and class members are entitled to equitable relief.

16. **Typicality**. Plaintiff is a member of the class and has claims that are typical of all members of the class. Plaintiff’s claims and all class members’ claims arise out of the same uniform course of conduct by Defendant and may be remedied under the same legal theories.

17. **Adequacy**. Plaintiff will fairly and adequately represent the interests of the members of the class. Plaintiff has no conflicts of interest with, or interests that are

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any different from, those of the other class members. Plaintiff has retained competent counsel experienced in consumer class actions of this type and other complex litigation.

18. **Predominance**. Common questions of law and fact predominate over questions affecting only individual class members, and the court, as well as the parties, will spend the vast majority of their time working to resolve these common issues.

19. **Superiority**. A class action is superior to all other feasible alternatives for the resolution of this matter. Individual litigation of multiple cases would be highly inefficient, a gross waste of the resources of the court and of the parties, and potentially could lead to inconsistent results that would be contrary to the interests of justice.

20. **Manageability**. This case is well suited for treatment as a class action and can easily be managed as a class action, because evidence of both liability and damages can be adduced, and proof of liability and damages can be presented, on a class-wide basis, while the allocation and distribution of damages to class members would be essentially a ministerial function.

21. Defendant has acted on grounds generally applicable to Plaintiff and class members by uniformly, unlawfully collecting money from them. Accordingly, injunctive relief, as well as legal and/or equitable monetary relief (such as disgorgement and/or restitution), along with corresponding declaratory relief, are appropriate with respect to the class as a whole.

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## VI. CAUSES OF ACTION

### COUNT I

**Violation of the Illinois Consumer Fraud and Deceptive Business Practices Act  
815 ILCS 505/1 *et seq.*  
(For Rentals in Illinois)**

22. Plaintiff incorporates the allegations in the previous paragraphs of this Complaint as if fully set forth herein.

23. At all times relevant hereto, the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1 *et seq.* ("ICFA") was in full force and effect.

24. ICFA is a regulatory and remedial statute intended to protect consumers, including Plaintiff and the class, against unfair or deceptive acts or practices. Specifically, Chapter 2 of the ICFA prohibits unfair or deceptive acts or practices used or employed in the conduct of any trade or commerce with the intent that others rely upon such deceptive acts or practices. 815 ILCS 505/2.

25. Section 2 provides, in full:

Unfair methods of competition and unfair or deceptive acts or practices, including but not limited to the use or employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact, or the use or employment of any practice described in Section 2 of the "Uniform Deceptive Trade Practices Act" approved August 5, 1965, in the conduct of any trade or commerce are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby. In construing this section, consideration shall be given to the interpretations of the Federal Trade Commission and the federal courts relating to Section 5(a) of the Federal Trade Commission Act.

815 ILCS 505/2.

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26. Charging customers for a “Concession Fee Recovery” where Defendant has incurred no concession fee constitutes an unfair and/or deceptive act or practice prohibited by Chapter 2 of the ICFA. 815 ILCS 505/2.

27. Defendant intended that Plaintiff and the class rely on its deceptive acts and practices as alleged in detail *supra*.

28. Defendant’s intent that Plaintiff and the class rely on its deceptive acts and practices is evidenced by, *inter alia*, its pattern, practice and policy of uniformly imposing and collecting a “concession fee recovery” charge at locations where it does not incur a concession.

29. The above-described unfair or deceptive acts and practices occurred in the course of conduct involving trade or commerce, namely, the rental of cars in Chicago.

30. Defendant’s business acts or practices therefore offend an established public policy, and Defendant engaged in immoral, unethical, oppressive, and unscrupulous activities that are substantially injurious to consumers, as alleged in detail previously, and therefore Defendant’s actions are unfair or deceptive acts or practices prohibited by 815 ILCS 505/2.

31. The unfair acts and practices alleged herein proximately caused actual damage to Plaintiff and the class, including, but not limited to, the actual amounts they were unlawfully overcharged for Defendant’s concession fee recovery, plus sales tax charged thereon.

32. Plaintiff and the other members of the class have suffered injury in fact and have lost money as a result of these unlawful, unfair, and fraudulent practices.

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**COUNT II**

**Alternative Count for Violations of State Consumer Protection Laws  
(On Behalf of the Class for Rentals in States other than Illinois)**

33. Plaintiff incorporates the allegations in the previous paragraphs of this Complaint as if fully set forth herein.

34. Plaintiff brings this claim in the alternative, individually, on behalf of all similarly situated residents of the states in which they contracted with Defendant, for violations of the consumer protection acts of those states.

35. All of the states where members of the class and Defendant contracted have enacted statutes designed to protect consumers against unfair, deceptive, fraudulent and unconscionable trade and business practices and false advertising. These statutes are:

- a) Alabama Deceptive Trade Practices Act, Ala. Statues Ann. §§ 8-19-1, *et seq.*;
- b) Arizona Consumer Fraud Act, Arizona Revised Statutes, §§ 44-1521, *et seq.*;
- c) Arkansas Deceptive Trade Practices Act, Ark. Code § 4-88-101, *et seq.*;
- d) California Consumer Legal Remedies Act, Cal. Civ. Code § 1750, *et seq.*;
- e) California Unfair Competition Law, Cal. Bus. & Prof Code § 17200, *et seq.*;
- f) Colorado Consumer Protection Act, Colo. Rev. Stat. § 6-1-101, *et seq.*;
- g) Connecticut Unfair Trade Practices Act, Conn. Gen. Stat § 42-110a, *et seq.*;
- h) Delaware Deceptive Trade Practices Act, 6 Del. Code § 2511, *et seq.*;
- i) Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. Ann. § 501.201, *et seq.*;
- j) Georgia Fair Business Practices Act, § 10-1-390 *et seq.*;
- k) Idaho Consumer Protection Act, Idaho Code § 48-601, *et seq.*;

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- l) Indiana Deceptive Consumer Sales Act, Indiana Code Ann. §§ 24-5-0:5-0.1, *et seq.*;
- m) Iowa Consumer Fraud Act, Iowa Code §§ 714.16, *et seq.*;
- n) Kansas Consumer Protection Act, Kan. Stat. Ann §§ 50 626, *et seq.*;
- o) Kentucky Consumer Protection Act, Ky. Rev. Stat. Ann. §§ 367.110, *et seq.*;
- p) Kentucky Unfair Trade Practices Act, Ky. Rev. Stat. Ann §§ 365.020, *et seq.*;
- q) Maryland Consumer Protection Act, Md. Com. Law Code § 13-101, *et seq.*;
- r) Michigan Consumer Protection Act, §§ 445.901, *et seq.*;
- s) Minnesota Prevention of Consumer Fraud Act, Minn. Stat. §§ 325F.68, *et seq.*;
- t) Minnesota Uniform Deceptive Trade Practices Act, Minn. Stat. § 325D.43, *et seq.*;
- u) Missouri Merchandising Practices Act, Mo. Rev. Stat. § 407.010, *et seq.*;
- v) Nebraska Consumer Protection Act, Neb. Rev. Stat. § 59 1601, *et seq.*;
- w) Nebraska Uniform Deceptive Trade Practices Act, Neb. Rev. Stat. § 87-301, *et seq.*;
- x) Nevada Trade Regulation and Practices Act, Nev. Rev. Stat. §§ 598.0903, *et seq.*;
- y) New Jersey Consumer Fraud Act, N.J. Stat. Ann. §§ 56:8 1, *et seq.*;
- z) New Mexico Unfair Practices Act, N.M. Stat. Ann. §§ 57 12 1, *et seq.*;
- aa) New York Deceptive Acts and Practices Act, N.Y. Gen. Bus. Law § 349, *et seq.*;
- bb) North Carolina Unfair and Deceptive Trade Practices Act, North Carolina General Statutes §§ 75-1, *et seq.*;
- cc) North Dakota Consumer Fraud Act, N.D. Cent. Code §§ 51 15 01, *et seq.*;

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- dd) Ohio Deceptive Trade Practices Act, Ohio Rev. Code. Ann. §§ 4165.01, *et seq.*;
- ee) Oklahoma Consumer Protection Act, Okla. Stat. 15 § 751, *et seq.*;
- ff) Oregon Unfair Trade Practices Act, Rev. Stat § 646.605, *et seq.*;
- gg) Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 Penn. Stat. Ann. §§ 201-1, *et seq.*;
- hh) South Carolina Unfair Trade Practices Act, S.C. Code Laws § 39-5-10, *et seq.*;
- ii) South Dakota Deceptive Trade Practices and Consumer Protection Law, S.D. Codified Laws §§ 37 24 1, *et seq.*;
- jj) Tennessee Trade Practices Act, Tennessee Code Annotated §§ 47-25-101, *et seq.*;
- kk) Texas Deceptive Trade Practices-Consumer Protection Act, Texas Stat. Ann. §§ 17.41, *et seq.*;
- ll) Virginia Consumer Protection Act, Virginia Code Ann. §§ 59.1-196, *et seq.*;
- mm) Washington Consumer Fraud Act, Wash. Rev. Code § 19.86.010, *et seq.*;
- nn) Wisconsin Deceptive Trade Practices Act, Wis. Stat. §§ 100.18, *et seq.*

36. The cars rented by Defendant constitute products to which these consumer protection laws apply.

37. Defendant's misrepresentations and omissions, and Defendant's dissemination of deceptive and misleading advertising and marketing materials in connection therewith, occurring in the course of conduct involving trade or commerce, constitute unfair methods of competition and unfair or deceptive acts or practices within the meaning of each of the above-enumerated statutes.

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38. Defendant's misrepresentations and omissions created a likelihood of confusion or of misunderstanding and misled, deceived or damaged members of the class in connection with the sale or advertisement for rental cars. Defendant's conduct also constituted the use or employment of deception, fraud, false pretenses, false promise, misrepresentation, or knowingly concealing, suppressing, or omitting a material fact with intent that others rely upon the concealment, suppression or omission in connection with the sale or advertisement of goods or services whether or not a person has in fact been misled, deceived or damaged in violation of each of the above-enumerated statutes.

39. Plaintiff, on behalf of the class members, seeks monetary damages, treble damages and such other and further relief as set forth in each of the above-enumerated statutes.

**COUNT II**  
**Unjust Enrichment**  
**(For Rentals in all States)**

40. Plaintiff incorporates the allegations in the previous paragraphs of this Complaint as if fully set forth herein.

41. Defendant has been enriched and has benefitted from its unlawful collection of "concession fee recovery" charges at locations where it incurs no concession fee.

42. As a result of this unlawful conduct, Defendant has been unjustly enriched at the expense of Plaintiff and members of the class she seeks to represent.

43. It would be inequitable and unconscionable for Defendant to retain the profit, benefit and other compensation it obtained from the unlawful conduct described herein.

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## **VII. JURY DEMAND**

44. Plaintiff and members of the class request a jury trial.

## **VIII. PRAYER FOR RELIEF**

45. Plaintiff, for herself and for all members of the class, respectfully requests that this Court:

- a) Certify the class as requested herein, appoint Plaintiff as Class Representative and her selection of counsel as Class Counsel, and order class-wide relief;
- b) Adjudge and decree that Defendant has engaged in the conduct alleged herein;
- c) Enjoin and restrain Defendant and its officers and agents from continuing or engaging in similar conduct as alleged herein;
- d) Order that Defendant pay restitution to Plaintiff and the class which would restore Plaintiff and the class to the financial position they would have been in absent Defendant's unlawful conduct;
- e) Order that Defendant pay any statutory damages as a result of its unlawful conduct;
- f) Order that Defendant pay any compensatory damages as a result of its unlawful conduct;
- g) Order that Defendant pay punitive damages as a result of its unlawful conduct;
- h) Order that Defendant pay interest on the monies wrongfully obtained from the date of collection through the date of entry of judgment in this action;
- i) Order Defendant to identify victims of its unlawful conduct;
- j) Order that Defendant is financially responsible for notifying all members of the class of the unlawful conduct set forth herein;
- k) Award attorneys' fees, expenses, and recoverable costs reasonably incurred in connection with the commencement and prosecution of this action; and
- l) Grant all other such relief as the Court deems necessary and proper.

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Dated: March 6, 2018

Respectfully submitted,

By: /s/ Clinton A. Krislov  
*Attorney for Plaintiff*

Clinton A. Krislov  
Kenneth T. Goldstein  
Christopher M. Hack  
KRISLOV & ASSOCIATES, LTD  
20 North Wacker Drive, Suite 1300  
Chicago, Illinois 60606  
(312) 606-0500  
Firm ID: 91198

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CIRCUIT COURT OF  
COOK COUNTY, ILLINOIS  
CHANCERY DIVISION  
CLERK DOROTHY BROWN

# EXHIBIT A

THE HERTZ CORPORATION  
Phone: 800-654-4173  
Web: www.hertz.com



Rental Agreement No: 165119566  
Date: 12/11/2017  
Document: 947002744821

Direct All Inquiries To:  
THE HERTZ CORPORATION  
PO BOX 26120  
OKLAHOMA CITY, OK 73126-0120

## CHARGE DETAIL

Renter: KATHRYNE KURTH  
Account No.: \*\*\*\*\*  
CDP No.: 2007815  
CDP Name: HERTZ FIFTY PLUS

MS KATHRYNE ANNE KURTH  
[REDACTED]

## RENTAL REFERENCE

Rental Agreement No: 165119566  
Reservation ID: H50809424F1  
Frequent Traveler: ZE1

## RENTAL DETAILS

Rate Plan: IN: OAU3 OUT: OAU3  
Rented On: 12/08/2017 11:00 LOC# 220412  
CHICAGO DT, IL  
Returned On: 12/11/2017 11:35 LOC# 220412  
CHICAGO DT, IL  
Car Description: SIR CRUZE 4D FN DHW9104  
Veh. No.: 9641382  
CAR CLASS Charged: C MILEAGE In: 12,556  
Rented: C Out: 12,466  
Reserved: C Driven: 90

## MISCELLANEOUS INFORMATION

CC AUTH: 086990 DATE: 2017/12/08 AMT: 309.00

## RENTAL CHARGES

DAYS	3 @	37.40	112.20
EXTRA HRS	1 @	12.72	12.72
ADJUSTMENT			-37.40
SUBTOTAL			87.52
CONCESSION FEE RECOVERY			8.75
VEHICLE LICENSE FEE			5.40
ENERGY SURCHARGE			1.49
MOTOR VEHICLE LEASE TAX			2.75
TAX		21.00%	21.35

## Gold Plus Rewards Points

Earned this rental: 363

TOTAL CHARGES 127.26 USD

## E-RETURN RECEIPT

THANK YOU FOR RENTING FROM HERTZ

ALL CHARGES HAVE BEEN BILLED TO YOUR ACCOUNT.

Rental Agreement No: 165119566  
Date: 12/11/2017  
Document: 947002744821

Direct All Inquiries To:  
THE HERTZ CORPORATION  
PO BOX 26120  
OKLAHOMA CITY, OK 73126-0120  
UNITED STATES

Renter: KATHRYNE KURTH  
Account No.: \*\*\*\*\*

Phone: 800-654-4173  
Web: www.hertz.com

TOTAL CHARGES 127.26 USD

CCV144

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# EXHIBIT B

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THE HERTZ CORPORATION  
Phone: 800-654-4173  
Web: www.hertz.com



Rental Agreement No: 187406682  
Date: 01/19/2018  
Document: 918000114384

Direct All Inquiries To:  
THE HERTZ CORPORATION  
PO BOX 26120  
OKLAHOMA CITY, OK 73126-0120

## CHARGE DETAIL

Renter: KATHRYNE KURTH  
Account No.: \*\*\*\*\*  
CDF No.: 20  
CDF Name: AAA CHICAGO MOTOR CLUB

MS KATHRYNE ANNE KURTH

## RENTAL REFERENCE

Rental Agreement No: 187406682  
Reservation ID: H5492124344  
Frequent Traveler: ZE1

## RENTAL DETAILS

Rate Plan: IN: OAUD1 OUT: OAUD1  
Rented On: 01/18/2018 07:57 LOC# 220412  
CHICAGO DT, IL  
Returned On: 01/18/2018 16:51 LOC# 220412  
CHICAGO DT, IL  
Car Description: ALTIMA HQC802  
Veh. No.: 1562925  
CAR CLASS Charged: B MILEAGE In: 42,348  
Rented: P Out: 42,248  
Reserved: B Driven: 100

## MISCELLANEOUS INFORMATION

CC AUTH: 01874B DATE: 2018/01/18 AMT: 231.00

## RENTAL CHARGES

DAYS	1 @	22.44	22.44
SUBTOTAL			22.44
DISCOUNT		10.00%	-2.24
SUBTOTAL			20.20
FUEL PURCHASE OPTION			17.61
CONCESSION FEE RECOVERY			2.02
VEHICLE LICENSE FEE			1.35
MOTOR VEHICLE LEASE TAX			2.75
TAX		21.00%	4.94

TOTAL CHARGES 48.87 USD

## Gold Plus Rewards Points

Earned this rental: 38

## E-RETURN RECEIPT

THANK YOU FOR RENTING FROM HERTZ

ALL CHARGES HAVE BEEN BILLED TO YOUR ACCOUNT.

Rental Agreement No: 187406682  
Date: 01/19/2018  
Document: 918000114384

Direct All Inquiries To:  
THE HERTZ CORPORATION  
PO BOX 26120  
OKLAHOMA CITY, OK 73126-0120  
UNITED STATES

Renter: KATHRYNE KURTH  
Account No.: \*\*\*\*\*

Phone: 800-654-4173  
Web: www.hertz.com

TOTAL CHARGES 48.87 USD

# EXHIBIT C

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THE HERTZ CORPORATION  
Phone: 800-654-4173  
Web: www.hertz.com



Rental Agreement No: 188496280  
Date: 01/23/2018  
Document: 908000142057

Direct All Inquiries To:  
THE HERTZ CORPORATION  
PO BOX 26120  
OKLAHOMA CITY, OK 73126-0120

## CHARGE DETAIL

Renter: KATHRYNE KURTH  
Account No.: \*\*\*\*\*  
CDP No.: 20  
CDP Name: AAA CHICAGO MOTOR CLUB

MS KATHRYNE ANNE KURTH

## RENTAL REFERENCE

Rental Agreement No: 188496280  
Reservation ID: H54912492E9  
Frequent Traveler: ZE1

## RENTAL DETAILS

Rate Plan: IN: AAAE OUT: AAAE  
Rented On: 01/19/2018 19:16 LOC# 220412  
CHICAGO DT, IL  
Returned On: 01/22/2018 18:20 LOC# 220412  
CHICAGO DT, IL  
Car Description: SIR ROGUE FWD N JMN5171  
Veh. No.: 2498129  
CAR CLASS Charged: B MILEAGE In: 30,819  
Rented: B4 Out: 30,587  
Reserved: B Driven: 232

## MISCELLANEOUS INFORMATION

CC AUTH: 603179 DATE: 2018/01/19 AMT: 253.00

## RENTAL CHARGES

DAYS	3 @	19.54	58.62
SUBTOTAL			58.62
DISCOUNT		10.00%	-5.86
SUBTOTAL			52.76
CONCESSION FEE RECOVERY			5.28
VEHICLE LICENSE FEE			4.05
RETURN CHARGE FEE			10.00
MOTOR VEHICLE LEASE TAX			2.75
TAX		21.00%	15.14

TOTAL CHARGES 89.98 USD

Gold Plus Rewards Points  
Earned this rental: 333

## E-RETURN RECEIPT

THANK YOU FOR RENTING FROM HERTZ

ALL CHARGES HAVE BEEN BILLED TO YOUR ACCOUNT.

Rental Agreement No: 188496280  
Date: 01/23/2018  
Document: 908000142057

Direct All Inquiries To:  
THE HERTZ CORPORATION  
PO BOX 26120  
OKLAHOMA CITY, OK 73126-0120  
UNITED STATES

Renter: KATHRYNE KURTH  
Account No.: \*\*\*\*\*

Phone: 800-654-4173  
Web: www.hertz.com

TOTAL CHARGES 89.98 USD

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# EXHIBIT D

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THE HERTZ CORPORATION  
Phone: 800-654-4173  
Web: www.hertz.com



Rental Agreement No: 199574491  
Date: 02/21/2018  
Document: 948000352394

Direct All Inquiries To:  
THE HERTZ CORPORATION  
PO BOX 26120  
OKLAHOMA CITY, OK 73126-0120

## CHARGE DETAIL

Renter: KATHRYNE KURTH  
Account No.: \*\*\*\*\*  
CDP No.: 20  
CDP Name: AAA CHICAGO MOTOR CLUB

MS KATHRYNE ANNE KURTH  
[REDACTED]

## RENTAL REFERENCE

Rental Agreement No: 199574491  
Reservation ID: H56931390D0  
Frequent Traveler: UADPJ94486

## RENTAL DETAILS

Rate Plan: IN: AAAW OUT: AAAW  
Rented On: 02/07/2018 08:00 LOC# 220412  
CHICAGO DT, IL  
Returned On: 02/21/2018 08:30 LOC# 220412  
CHICAGO DT, IL  
Car Description: SIR ACCENT HB N N443646  
Veh. No.: 1873369  
CAR CLASS Charged: B MILEAGE In: 15,012  
Rented: B Out: 13,872  
Reserved: B Driven: 1,140

## MISCELLANEOUS INFORMATION

CC AUTH: 007658 DATE: 2010/02/07 AMT: 354.00  
CC AUTH: 014998 DATE: 2018/02/14 AMT: 210.00

## RENTAL CHARGES

WEEKS	2 @	151.06	302.12
EXTRA HRS	1 @	10.12	10.12
ADJUSTMENT			-40.00
SUBTOTAL			272.24
DISCOUNT		10.00%	-27.22
SUBTOTAL			245.02
CONCESSION FEE RECOVERY			24.50
PF SURCHARGE			10.50
VEHICLE LICENSE FEE			20.25
RETURN CHANGE FEE			10.00
MOTOR VEHICLE LEASE TAX			2.75
TAX		21.00%	65.16

TOTAL CHARGES 378.18 USD

## E-RETURN RECEIPT

THANK YOU FOR RENTING FROM HERTZ

ALL CHARGES HAVE BEEN BILLED TO YOUR ACCOUNT.

Rental Agreement No: 199574491  
Date: 02/21/2018  
Document: 948000352394

Direct All Inquiries To:  
THE HERTZ CORPORATION  
PO BOX 26120  
OKLAHOMA CITY, OK 73126-0120  
UNITED STATES

Renter: KATHRYNE KURTH  
Account No.: \*\*\*\*\*

Phone: 800-654-4173  
Web: www.hertz.com

TOTAL CHARGES 378.18 USD

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# EXHIBIT E

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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, CHANCERY DIVISION

KATHRYNE ANNE KURTH, on behalf  
of herself and others similarly situated,

Plaintiff,

v.

THE HERTZ CORPORATION,

Defendant.

No. \_\_\_\_\_

JURY TRIAL DEMANDED

**PLAINTIFF'S MOTION FOR CLASS CERTIFICATION**

Plaintiff Kathryne Anne Kurth ("Plaintiff") hereby moves, pursuant to 735 ILCS 5/2-801,

to certify a class consisting of:

All individuals who paid a "concession fee recovery" charge at a Hertz, Dollar or Thrifty car rental facility where The Hertz Corporation incurs no concession fee.

1. The Class satisfies all the prerequisites for certification under 735 ILCS 5/2-801.

2. **Numerosity.** Upon information and belief, the members of the class are so

numerous that their individual joinder would be impracticable.

3. **Commonality and Predominance.** There are numerous questions of law and fact that are common to Plaintiff and all members of the class, including, but not limited to the following:

- a) Whether Defendant charged its customers for a "concession fee recovery" at rental locations where it incurs no concession fee;
- b) whether Defendant has thereby violated the consumer fraud laws of Illinois and other states and possibly federal laws as well;
- c) whether Defendant has been unjustly enriched;
- d) whether Plaintiff and class members have suffered damages; and

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e) whether Plaintiff and class members are entitled to equitable relief.

4. **Adequacy of Representation.** Plaintiff will fairly and adequately represent the interests of the members of the class. Plaintiff has no conflicts of interest with, or interests that are any different from, those of the other members of the class. Plaintiff has retained competent counsel experienced in class action and other complex litigation.

5. **Appropriateness as a Class Action.** A class action is superior to all other feasible alternatives for the resolution of this matter. Individual litigation of multiple cases would be highly inefficient, a gross waste of the resources of the court and of the parties, and potentially could lead to inconsistent results that would be contrary to the interests of justice.

6. The expense and burden of individual litigation would substantially impair the ability of the class members to pursue individual cases in order to protect their rights. In the absence of a class action, Defendant will retain the benefits of its wrongdoing and the class will continue to suffer losses of statutorily protected rights as well as monetary damages if this serious wrong is not redressed. Defendant has acted or refused to act on grounds generally applicable to the entire class, thereby making appropriate relief with respect to the class as a whole.

WHEREFORE, Plaintiff, on behalf of herself and on behalf of the proposed class, respectfully requests that the Court enter an order certifying this case to proceed as a class action for the defined class and designate the named plaintiff as Class Representative and undersigned counsel as Class Counsel.

Dated: March 6, 2018

Respectfully submitted,

/s/ Clinton A. Krislov  
*Attorney for Plaintiff*

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Clinton A. Krislov  
Kenneth T. Goldstein  
Christopher M. Hack  
KRISLOV & ASSOCIATES, LTD  
20 North Wacker Drive, Suite 1300  
Chicago, Illinois 60606  
(312) 606-0500  
Firm ID No.: 91198

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**CERTIFICATE OF SERVICE**

I, Christopher M. Hack, an attorney, on oath certify that I caused a copy of the foregoing **Plaintiff's Motion for Class Certification** to be served by U.S. Mail upon The Hertz Corporation's registered agent in Illinois, C T Corporation System, 208 South LaSalle Street, Suite 814, Chicago, Illinois 60604 on March 6, 2018.

/s/ Christopher M. Hack

Clinton A. Krislov  
Kenneth T. Goldstein  
Christopher M. Hack  
KRISLOV & ASSOCIATES, LTD.  
20 North Wacker Drive, Suite 1300  
Chicago, Illinois 60606  
Tel.: (312) 606-0500  
Fax.: (312) 606-0207  
Firm ID No.: 91198

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